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Attorneys for Defendant  
ZURICH AMERICAN INSURANCE COMPANY

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

EMPLOYERS MUTUAL CASUALTY  
COMPANY, an IOWA CORPORATION,

Plaintiff,

vs.

ZURICH AMERICAN INSURANCE  
COMPANY, an ILLINOIS CORPORATION;  
CATLIN SPECIALTY INSURANCE  
COMPANY, a DELAWARE  
CORPORATION; GREENWICH  
INSURANCE COMPANY, a DELAWARE  
CORPORATION, XL INSURANCE  
AMERICA, INC., a DELAWARE  
CORPORATION and DOES 1 through 250,  
inclusive,

Defendants.

CASE NO.: \_\_\_\_\_  
NOTICE OF REMOVAL OF  
ACTION UNDER 28 U.S.C. § 1441  
(b) (DIVERSITY)

Clark County Superior Court Case  
No.:A-17-766003-C

Complaint filed: December 15, 2017

TO THE CLERK AND HONORABLE JUDGE OF THIS COURT:

PLEASE TAKE NOTICE that defendant ZURICH AMERICAN INSURANCE  
COMPANY (“Zurich”) hereby removes to this Court the State court action described below.  
Defendants CATLIN SPECIALTY INSURANCE COMPANY (“Catlin”), GREENWICH  
INSURANCE COMPANY (“Greenwich”), and XL INSURANCE AMERICA, INC., (“XL”) join  
in Zurich’s removal as set forth in their Joinder of Notice of Removal attached hereto as **Exhibit**

1 “A”.

2 **I. PROCEDURAL HISTORY**

3 On or about December 15, 2017, an action was commenced in the District Court of the State  
 4 of Nevada, County of Clark, entitled *Employers Mutual Casualty Company v. Zurich American*  
 5 *Insurance Company, et al.*, Case No. A-17-766003-C (sometimes referred to herein as “the  
 6 Removed Action”). A true and correct copy of the Summons and service from the Department of  
 7 Insurance, Civil Case Cover Sheet, and Complaint for declaratory relief, equitable contribution,  
 8 equitable/partial/total indemnification, and equitable subrogation and related documents in the  
 9 Removed Action served on Zurich are attached hereto as **Exhibit “B”**.

10 The Complaint in Removed Action seeks declaratory relief and money damages on behalf of  
 11 plaintiff Employers Mutual Casualty Company (“EMC”) against Defendants arising out of the  
 12 alleged defective construction of a Pro Petroleum Fuel Terminal (“the Project”) located in Las  
 13 Vegas, Nevada. The Complaint alleges Pro Petroleum entered into a contract with Strobel  
 14 Construction Unlimited (Strobel”) to act as general contractor on the construction of the Project,  
 15 and Strobel in turn, entered into a subcontract with Corrpro Companies, Inc. (“Corrpro”) to work on  
 16 the Project. Pro Petroleum asserted a claim against Strobel and Corrpro alleging problems with the  
 17 Project (“the Pro Petroleum claim”). EMC asserts that it issued a series of insurance policies to  
 18 Strobel and that Defendants issued a series of policies under which Corrpro was an insured as set  
 19 forth in the Complaint. The Pro Petroleum claim settled for \$2,850,000. EMC and Defendants each  
 20 paid portions of the settlement. EMC alleges that it is entitled to reimbursement from Defendants of  
 21 the amount it paid (\$783,759.00) to settle the Pro Petroleum Claim on behalf of its named insured  
 22 Strobel on the grounds that Strobel is an additional insured under Defendants’ policies, which  
 23 Defendants dispute.

24 The first date upon which Zurich received a copy of the Complaint was December 22, 2017,  
 25 when Zurich’s agent for service of process was served with the summons and Complaint by the  
 26 Nevada Department of Business and Industry, Division of Insurance (“Department of Insurance”) pursuant to NRS 680A.260. (See, the Department of Insurance documents regarding service on  
 27 Zurich attached hereto as part of **Exhibit “B”**).  
 28

1 The Complaint seeks damages, exclusive of interest and costs, in excess of the Federal Court  
 2 Jurisdictional Limit as set forth in 28 USC Section 1332 as EMC is seeking reimbursement of  
 3 \$783,759.00 from Defendants (see paragraphs 18 and 19 of the Complaint). The Complaint alleges  
 4 that plaintiff EMC is a corporation engaged in the business of insurance, organized under the law of  
 5 the State of Iowa, with its principal place of business in Iowa (See paragraph 1 of the Complaint).  
 6 Defendant Zurich is a corporation engaged in the business of insurance, organized under the law of  
 7 the State of New York, with its principal place of business in Illinois. Defendants Catlin, Greenwich  
 8 and XL, are corporations engaged in the business of insurance, organized under the law of the State  
 9 of Delaware, with their principal place of business in Connecticut.

10  
 11 **II. THIS CASE HAS COMPLETE DIVERSITY OF CITIZENSHIP, AN**  
 12 **AMOUNT IN CONTROVERSY WHICH EXCEEDS \$75,000 AND VENUE IS**  
 13 **PROPER**

14 The Removed Action is a civil action of which this Court has original jurisdiction under 28  
 15 U.S.C. § 1332, and is one that may be removed to this Court by Defendants pursuant to 28 USC §  
 16 1446(b) in that it is between citizens of different states, and the matter in controversy exceeds the  
 17 sum of \$75,000 exclusive of interest and costs. Complete diversity of citizenship exists in this case.  
 18 The plaintiff is incorporated and has its principal place of business in the State of Iowa. Zurich is  
 19 incorporated under the laws of the State of New York, with its principal place of business in  
 20 Illinois; and Catlin, Greenwich and XL are incorporated under the laws of the State of Delaware,  
 21 with their principal place of business in Connecticut. When the state court action was filed and at  
 22 the time of removal, none of the defendants were citizens of Iowa. Venue is proper in the United  
 23 States District Court, District of Nevada because the Removed Action was filed in District Court of  
 24 Nevada in and for the County of Clark.

25 **III. REMOVAL IS TIMELY AND ALL DEFENDANTS JOIN IN REMOVAL**

26 This Notice of Removal is timely filed under 28 U.S.C. § 1446(b) because it is filed within  
 27 30 days after receipt by Zurich of papers indicating that the Removed Action was removable to this  
 28 Court. Removal is also timely because this Notice of Removal is filed within one year after the  
 Removed Action was commenced in state court against Zurich. Defendants Catlin, Greenwich and

1 XL's consent to and join in Zurich's removal as set forth in attached **Exhibit "A"**.

2 WHEREFORE, having provided notice as required by law, Zurich requests removal of the  
3 Removed Action from the District Court of the County of Clark, State of Nevada, to this Court.

4 Dated: January 16, 2018

MORALES FIERRO & REEVES

6 By: /s/ Ramiro Morales  
7 Ramiro Morales  
8 Attorneys for Defendant, ZURICH  
9 AMERICAN INSURANCE COMPANY  
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